

# **City of Wichita Falls**

## **Request for Proposal**



### **Fixed Base Operator Services at Kickapoo Downtown Airport**

**RFP # 05-18**

**All proposals shall be addressed to:**

**City of Wichita Falls  
Attn: Jennifer Babineaux, Purchasing Agent  
1300 7<sup>th</sup> Street  
Wichita Falls, Texas 76301**

**Deadline for proposals is Monday, April 2<sup>nd</sup>, 2018 at 2 PM CST**

## **Section I. Background and General Information**

### **Purpose**

The City of Wichita Falls, Texas is issuing this Request for Proposals (RFP) for qualified parties (Respondents) interested in providing Fixed Based Operator (FBO) services at Kickapoo Downtown Airport located in Wichita Falls, Texas. The successful Respondent will be primarily located in the Airport terminal at 4515 Jacksboro Highway, Wichita Falls, Texas 76302.

This RFP document provides background and general information for Respondents and is to be used as a guideline to develop a proposal. Kickapoo Downtown Airport has an FBO currently operated by the City of Wichita Falls on the Airport.

### **Airport Location**

Kickapoo Downtown Airport (Airport) is three miles south of Downtown Wichita Falls. Geographically, it is located in the southeastern portion of the Wichita Falls City limits. It is classified as a general aviation (GA) airport within the Federal Aviation Administration's (FAA) *National Plan of Integrated Airport Systems* (NPIAS), a community service airport within the *Texas Airport System Plan*, and a regional airport within the FAA document *General Aviation Airports: A National Asset*. The airport contains approximately 149 acres, experiences an estimated 17,000+ annual operations, and bases 90 General Aviation aircraft. Direct access to the airport is provided by Jacksboro Highway on the west and is bordered by FM 369 (Southwest Parkway) to the south. Hatton Road borders the north side of the airfield, and Kimball Drive is to the east. US 281 is approximately a quarter of a mile to the east. The published airport elevation is 1,003 feet above mean sea level (MSL), with airfield coordinates of 33° 51' 52.8444" N and 98° 29' 30.5916" W (terminal).

### **Airport Description**

Kickapoo Downtown Airport is owned and operated by the City of Wichita Falls. As previously noted, the City of Wichita Falls currently serves as the Fixed Base Operator for Kickapoo. Runway 17/35 is 4,450 feet long and 75 feet wide constructed in concrete in 2005. The runway and taxiway are equipped with LED edge lighting, and both runway approaches are PAPI controlled. Taxiway B is not equipped with edge lighting. The airport has one concrete parking apron, which has been recently expanded for based and itinerant aircraft, and it provides approximately 160,000 square feet (17,800 square yards) of aircraft parking and maneuvering space. This concrete apron is located adjacent to the GA terminal building and FBO. The Airport offers 38 city-owned hangars of various sizes, and there are 30 privately-owned hangars that hold long-term land leases with the Airport. The airport's GA terminal, accessible from Jacksboro Highway, consists of approximately 5,000 square feet of space. The terminal provides a lounge area, restrooms, conference room, office area, and flight planning space. This facility also is leased to various local businesses. As of January 1, 2018, there were 90 based aircraft on the airfield. There are three community hangar options available for FBO use with approximately 11,886 square feet available to accommodate aircraft. In addition, the recent construction has added new tie-down options for transient aircraft. There are two 12,000-gallon fuel storage tanks owned by the City of Wichita Falls to accommodate bulk storage of 100 LL AvGas and Jet-A. There is also a self-service fueling system available with two 2,500-gallon storage tanks: 100 LL AvGas and Jet-A. Because of TxDOT and FAA requirements, self-fueling by aircraft owners is allowed on the airfield. For the purpose of this RFP, the successful Respondent will supply its own mobile fueling equipment. In addition, the successful Respondent will control and manage city-owned hangar rental, hangar repair on City-owned hangars, minor airfield repairs/maintenance, landside repairs/maintenance, and mowing/grounds maintenance. The successful Respondent will also be allowed to lease office space in the terminal to interested businesses and individuals. The FBO will also control and manage the self-fueling system on the Airfield. The successful Respondent will be required to maintain all facilities to federal, state, and local standards, regulations, and rules.

It is anticipated that a \$2.3 million taxiway reconstruction project will begin in the spring of 2018. This work will replace the taxiway running alongside the Airport's private row of hangars. When completed, all of the Airport's airfield surfaces will have been reconstructed in the last 14 years. The successful Respondent will be required to accommodate and assist those tenants that have limited access to their hangars during this construction work.

#### Annual Fuel Sales

	<u>100 LL</u>	<u>Jet-A</u>
2017	64,525 gallons	90,782 gallons
2016	94,213 gallons	87,598 gallons
2015	84,705 gallons	90,010 gallons
2014	69,176 gallons	105,842 gallons

## **Section II. Fixed Based Operator Services**

The Respondent shall provide the following services, support, and amenities:

1. Aircraft fueling (100LL & Jet A) using City-owned bulk storage facilities, including bulk and self-fuel tank maintenance/repairs, completing fuel tank inspections as required by law, and providing supporting documentation to minimize liability claims associated with aviation fuel sales.
2. Aircraft towing and ground handling, including emergency service to disabled general aviation aircraft
3. Oil dispensing
4. Subleasing of city-owned hangars, and tie-down spaces management; hangar management of city-owned hangars
5. Subleasing of city-owned terminal building
6. Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO services, such as fueling and line service. Fueling certification training, as a minimum, needs to be recognized by the FAA (for example: Safety 1<sup>st</sup>, NATA). The successful Respondent will be required to have a designated individual certified as a Supervisor/Trainer on staff, in addition to lineman certified for fueling.
7. Annual Fire Extinguisher training per FAA requirement.
8. Minimum hours of operation: 14 hours per day, 7 days per week, or an acceptable alternative that may be considered by the City. The successful Respondent may close FBO services on Christmas Day.
9. Clerical/administrative services to handle tenant requests in regards to aircraft handling, billing, and general airport information.
10. Monitor and issue gate access codes. Provide 24-hour access for all 1<sup>st</sup> responders, including companies which provide medical flight services and support.
11. Aircraft parking and tie-down
12. Courtesy vehicles (minimum of three)
13. Rental car options for those requiring ground transportation options other than courtesy cars
14. Airfield mowing (includes airside, landside and runway protection zones), landscape maintenance/irrigation, and grounds maintenance
15. Daily airfield inspections to include, but not limited to, (FOD) debris removal/checks, airfield lighting repairs/maintenance, and AWOS operation

16. Minor hangar, airside, and landside facility maintenance/repairs (not to exceed \$100 for each occurrence), assuming "normal wear and tear" on the facilities that require repair.
17. Operate and maintain a pilot and passenger lounge with restrooms and vending machines
18. Concierge service to both pilots and passengers
19. Internet based web page with a listing of services. Web page must link to City of Wichita Falls' web page.
20. If the Respondent proposes not to provide any of the services listed above, the Respondent should indicate how they will provide an alternative means of providing the services, or explain why the services should not be provided in the Business Plan listed in Section V.
21. Airfield inspection, documentation, and communication of major repair needs

In addition to the listed services, support, and amenities, the successful Respondent will be required to provide the following financial information to the City of Wichita Falls:

1. Monthly operating and financial performance reports provided to the Airports Administrator
2. Annual audit by a third party, external auditor provided to the Director of Aviation, Traffic, and Transportation, as well as the Director of Finance for the City of Wichita Falls
3. Grant, upon request and within reasonable timeliness, the City of Wichita Falls and its representatives full access to any and all financial documentation as it pertains to the operation of the FBO at Kickapoo Downtown Airport

The Respondent may provide any of the optional aeronautical services, subject to prior approval by the City of Wichita Falls:

1. Aircraft rental
2. Hangar construction (the Respondent will retain full ownership over the life of the constructed hangars as identified in the City of Wichita Falls land lease agreement)
3. Aircraft sales
4. Flight training services (must provide appropriate certifications to provide this service)
5. Airframe and power plant maintenance and repair services (must provide appropriate certifications to provide this service)
6. Avionics repair
7. Specialized maintenance, (such as upholstery, radio, instrument repair, etc.)
8. Snack bar in the Kickapoo Downtown Airport Terminal
9. Aerial Surveying/Photography
10. Miscellaneous retail products (pilot supplies, promotional items, etc.)
11. Other types of aviation services not listed (subject approval with appropriate certifications by the City of Wichita Falls)

In order to maintain a fair and equitable airfield environment, the successful Respondent may not limit tenant access to FBO services through exclusive rights or unfavorable lease conditions or unequitable fuel pricing. In other words, the successful Respondent must provide the same pricing and discount volumes to all airfield customers. Similarly, the successful Respondent may not limit the rights and opportunities of other similar aviation businesses (fuel sales are protected) from operating or relocating to Kickapoo Downtown Airport through exclusive rights or unfavorable lease conditions or unequitable fuel pricing.

The City of Wichita Falls shall also require that the successful Respondent keep all FBO financial records separate from other non-FBO businesses as it pertains to operations at Kickapoo Downtown

Airport. Upon request from the City of Wichita Falls, the successful Respondent shall make available financial records, within a timely manner.

### Terms

For the purpose of this RFP, the anticipated term of the agreement for FBO services will be four years with an option, approved by both the City and the successful Respondent, of a two-year renewal period after four years.

### Minimum Standards

The FBO must adhere to the minimum standards as established for Kickapoo Downtown Airport by the Wichita Falls City Council on February 5, 2008, including amendments. The minimum standards shall apply to any new and existing agreements. The FBO shall also work to assist City of Wichita Falls' staff in identifying any tenant violations of the minimum standards.

### Fuel Farm

The FBO will be responsible for the daily operations of the city-owned fuel farm and self-fueling system, including maintenance and repair of the operational components of the fuel system. Both systems are less than eight years old and are currently in regulatory compliance. The successful Respondent will be responsible for ordering and keeping sufficient quantities of fuel on hand. The FBO will maintain the fuel farm premises, as well as ensure inspections/certifications as required by federal, state, and local laws. The FBO shall fully require and enforce all applicable codes applied to above ground fueling storage tanks and systems as required by federal, state, and local laws. The FBO shall provide proper disposal for any and all used oil, fluids, solvents, filters, fueling parts, and hazardous waste as determined by federal, state, and local law. Maintenance and repairs of bulk storage facilities owned by the City of Wichita Falls shall be at the expense of the Respondent.

The successful Respondent may upgrade the fuel bulk facilities, upon written approval from the City of Wichita Falls, at their own expense. Upon approval and completion of the upgrade, this equipment shall become the property of the City of Wichita Falls. Before beginning the contract with the City of Wichita Falls, the successful Respondent shall provide a written Spill Prevention, Control, and Countermeasures Plan that meets regulatory measures as identified by the federal, state, and local governments. The successful Respondent shall be responsible for all annual permitting fees for fueling operations as required by the federal, state, and local regulatory authorities.

### City-Owned Hangars

The successful Respondent will be responsible for the upkeep and cleaning of City-owned hangars. The FBO may charge and collect rental fees on the city-owned hangars, in a lease format approved by the City of Wichita Falls. In addition, the FBO will be responsible for sweeping, collecting trash, weed control, and mowing around City-owned hangars. The roof and structure of each hangar will be maintained in its current state by the City of Wichita Falls. All hangar conditions will be "as is" at the time of the agreement. The FBO will be responsible for notifying the City of minimum standard and regulatory violations of all airfield tenants. At the time of this RFP, the City of Wichita Falls will retain the revenue stream and lease management of all privately-owned hangars at Kickapoo Downtown Airport.

## **Section III. Qualifications and Assurances**

To be eligible for consideration, the Respondent must meet the following qualifications:

1. A minimum of 3 (three) years prior experience in FBO services or comparable experience in providing a commercial aviation related service.
2. Financial capability to operate the FBO.

3. Currently hold or be able to obtain all necessary certifications with local, state, and federal government agencies necessary to operate as an FBO.
4. Abide by any and all rules, requirements, or mandates placed upon the City of Wichita Falls by the Federal Aviation Administration (FAA), Department of Homeland Security, and the State of Texas including, but not limited to, the Grant Assurances of the FAA and the Terms and Conditions of State of Texas grants.
5. Abide by all federal, state and local laws, regulations, requirements, ordinances, and rules.
6. Treat all tenants fairly and equitably in regards to customer service and pricing (policies in place and shared with all staff members).
7. Must be an active legal entity, licensed to do business in the State of Texas within 30 days of approval of the agreement by the Wichita Falls City Council.

#### **Section IV. Insurance**

Respondent shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified herein, naming the City of Wichita Falls as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Airport.

Minimum insurance required:

1. Comprehensive General Coverage: \$1,000,000 each occurrence
2. General Liability Coverage: \$1,000,000 each occurrence
3. Operations/Product Liability: \$1,000,000 each occurrence
4. Hangar Keeper Liability: \$100,000 each aircraft; \$300,000 each loss
5. Workers' Compensation Statutory Requirement

Each insurance policy to be furnished by Respondent shall include the following conditions by endorsement to the policy:

1. Each policy shall name the City of Wichita Falls as an additional insured as to all applicable coverage;
2. Each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to City of Wichita Falls by certified mail. If the policy is canceled for nonpayment of premium, only 10-days written notice to City of Wichita Falls is required;
3. The term "City of Wichita Falls" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City of Wichita Falls and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the City of Wichita Falls;
4. The policy phrase "other insurance" shall not apply to the City of Wichita Falls where the City of Wichita Falls is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Insurance furnished by the Respondent shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the Respondent. The City of Wichita Falls decision thereon shall be final;
2. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
3. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

## **Section V. Proposal Contents**

A successful proposal should contain the following minimum items:

### General Information

1. Names and qualifications of company officers and owners
2. Company address
3. Brief history and introduction of the Respondent
4. A full description of the Respondent's entity, including organizational chart, and identification of all parties including disclosure of all persons or entities having a beneficial interest in the proposal

### Financial Fitness

1. Sufficient proof supporting the Respondent's financial ability to provide FBO services
2. The City reserves the right to request additional information from any of the Respondents, as necessary, in regards to financial fitness.

### Business Plan

1. *Operations Plan*: attach a complete and detailed narrative description of the scope of operations you propose to provide. Include the means and methods to be used to operate an FBO in order to provide high quality service to general aviation customers. Include narrative on assisting tenants affected by the upcoming taxiway reconstruction project identified in Section I, Airport Description.
2. *Customer Service Plan*: describe your philosophy on customer service and your ability to meet the needs/requests of customers.
3. *Management*: Describe your management structure and operating personnel. Proposed job titles and assigned duties for each.
4. *Marketing program*: describe how you would market the airport to retain current tenants and attract new general aviation activity to the Airport.
5. *Mobile Equipment*: list and describe the mobile equipment you plan to use.
6. Minimum staffing requirements and proposed schedule to include emergency or after-hour service, emergency contact procedures, and processes to train and certify staff in refueling and aircraft handling operations.
7. Provide a pro forma financial statement, cash flow statement, and budget for services to be provided. **As part of the pro forma submittal, the Respondent must identify all revenue sources to be provided by the Respondent during the terms of the agreement, including, but not limited to fuel sales, City-owned hangar rental, etc.**

8. References
9. Proposed Lease to use for City-Owned Hangars

#### Minimum Annual Guarantee

The City of Wichita Falls will require a minimum annual guarantee or fee from the successful Respondent. The City of Wichita Falls intends to use this funding to reinvest back into the airside and landside facilities as identified in both the Kickapoo Downtown Airport Master and Wichita Falls Regional Airport (formerly Wichita Falls Municipal Airport) Plan, as well as to meet Texas Department of Transportation Aviation Division Routine Airport Maintenance Program (RAMP) needs. The City will defer to the Respondent on the means on which to pay the Minimum Annual Guarantee, and installments will be required to be paid on a quarterly basis, as determined in the contract. This minimum guarantee can be defined as the absolute minimum amount of funds paid by the Respondent to the City of Wichita Falls. If fuel flowage fees are a component of the minimum guarantee, it can be assumed that the City will receive revenue from the successful Respondent above the minimum guaranteed income paid to the City.

The Minimum Annual Guarantee shall be listed on a separate page located in Section V, Business Plan, item number 7 concerning pro forma statements, cash flow statements, and budget. Rationale shall be provided on how the Minimum Annual Guarantee is calculated: fuel flowage fees, profits, percentage of hangar rentals, etc.

### **Section VI. City of Wichita Falls Responsibilities**

The City of Wichita Falls will invoice the FBO for the following services:

1. Water/Sewer/Irrigation (approximately \$1,500 per year)
2. Electricity (approximately \$40,000 per year)
3. Trash collection

Television, telephone, Wi-Fi, Respondent internet requirements, and other service billing accounts will be transferred to the successful Respondent.

In addition, the City of Wichita Falls will provide the following:

1. Major repairs defined as major replacement of materials, elements, components, and fixtures to keep the airside and landside facilities in a safe, functional, operating condition. Examples of major repairs include electrical wiring, hangar door motors, adjusting hangar door cables, structural replacement, and acts of God. The FBO will be responsible, however, for returning leased premises back to their present state for damages caused by the FBO, FBO staff, and tenants. The Respondent will be responsible for the first \$100 of individual repairs for normal "wear and tear" incidents per occurrence.
2. Supply major repairs and maintenance to the runways, taxiways, aprons, fencing, airfield lighting, and aircraft movement structures. The FBO will be responsible for returning these items back to their present, functional state from damages caused by the FBO and FBO staff.
3. Radio licenses and equipment
4. AWOS and communication systems associated with the functional operation of the AWOS
5. Minimum Standards as approved by the Wichita Falls City Council
6. Capital Improvement Plan as approved by the Wichita Falls City Council
7. Snow Removal (response determined in lease agreement)



The City of Wichita Falls' employees, representatives, and contractors shall have the right to at all times to enter the premises for the purpose of inspecting the same, for observing the performance of the FBO of its obligations as identified under the contract, interview tenants, and for doing any act or purpose which the City of Wichita Falls may be obligated or have the right to do under the contract, as long as said visit does not interfere with the right of the FBO to conduct its normal business.

The City of Wichita Falls' employees, representatives, contractors, and furnishers of utilities and other services, shall have the right, at its own expense and cost, for its own benefit, the benefit of the FBO, or the benefit of land lease tenants at the Airport, to maintain existing and future facilities, mechanical, electrical, and other systems, and to enter upon the premises at all reasonable times to make such repairs, replacements, or alterations, thereto as may, in the opinion of the City, be deemed necessary.

## **Section VII. Proposal Submittal**

Respondents shall submit Seven (7) completed hard copies and one electronic copy on a CD. Proposals must be received in sealed envelopes, clearly marked with the proposal number, closing date and company submitting proposal **no later than Monday, April 2<sup>nd</sup> at 2:00 p.m.** Any proposal received after the time and date listed below, regardless of the mode of delivery, shall be returned unopened. Submissions sent via facsimile or e-mail will not be considered.

Proposals are to be delivered to:

City of Wichita Falls  
Purchasing Department – Room 113  
Attn: Jennifer Babineaux  
1300 Seventh Street  
Wichita Falls, TX 76301

If there are any questions in regard to the RFP, submittal, FBO requirements or Kickapoo Downtown Airport conditions, please email Jennifer Babineaux, Purchasing Agent for the City of Wichita Falls at [jennifer.babineaux@wichitafallstx.gov](mailto:jennifer.babineaux@wichitafallstx.gov).

A selection committee will be used to evaluate the RFPs. The final selection by the committee will generally be made following the completion of review of proposals. The selection committee does, however, reserve the right to conduct interviews with the top Respondent(s) if the committee deems it necessary. If interviews are conducted, the selection will be made following interviews. However, the City reserves the right to make its selection solely off the information provided in the RFP. **As a result, it is highly important to provide a complete and thorough response to this RFP.**

Any contact regarding this RFP for FBO services with those associated with the City of Wichita Falls, other than the individual listed above, prior to the submission of the RFP or during the evaluation period afterwards may result in disqualification for consideration.

### Reserved Rights

The City of Wichita Falls reserves the right to:

1. Modify or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission, schedules and proposal requirements.
2. Waive irregularities in the proposals.
3. Waive the need to interview Respondent

4. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
5. Negotiate with any or all Respondents in order to obtain terms most beneficial to Kickapoo Downtown Airport and the City of Wichita Falls.
6. Accept the proposal, which, in the City's sole and absolute discretion, best serves the interests of Kickapoo Downtown Airport and the citizens of Wichita Falls.

#### Requests for Interpretation or Clarification

Interpretations and clarifications of the RFP may be made in writing only.

All requests must be submitted in writing to Jennifer Babineaux, Purchasing Agent, via email: [jennifer.babineaux@wichitafallstx.gov](mailto:jennifer.babineaux@wichitafallstx.gov).

#### Evaluation Criteria

The City of Wichita Falls will evaluate each proposal as follows:

Qualifications/Experience/Expertise	20 points
Operations Plan	20 points
Financial Strength	15 points
Customer Service/Marketing Plan	15 points
References	5 points
Lease Agreement	5 points
Staffing/Schedule	5 points
Minimum Annual Guarantee/Fees	<u>15 points</u>
Total:	100 points

### **Section VIII. Schedule**

Request for Proposal Released	Friday, March 2, 2018
Pre-Submittal Tour of Kickapoo Downtown Airport	Monday, March 19, 2018 at 2 PM
Last Day for Respondent Questions	Monday, March 26, 2018
Proposals Due	Monday, April 2, 2018 at 2 PM
Interviews (Optional for City of Wichita Falls)	April 11-12, 2018
Selection Deadline	Monday, April 16, 2018

#### Respondent Questions

Responses to Respondent questions will be posted by the City of Wichita Falls on the Purchasing website.

#### Pre-Submittal Tour of Kickapoo Downtown Airport

Any Respondent interested in participating in a pre-bid conference and tour of the airport may do so on Monday, March 19, 2018 at 2 PM at the Kickapoo Downtown Airport, 4515 Jacksboro Highway, Wichita Falls, Texas 76302. Questions will not be answered at the tour in order to be fair to Respondents that elect to not participate in the tour. Questions from the tour may be submitted as indicated in Section VII, Request for Interpretation or Clarification.

## **Section IX. Governmental Function**

### **Governmental Function Clause**

All parties agree that this contract with the City of Wichita Falls is one wherein the City is solely performing a governmental function. All parties expressly agree that the City is not engaging in any propriety function.

### **Contractual Damages Limitation Clause**

All parties agree that damages in this contract are limited only to those authorized under Texas Local Government Code Section 271.153. Specifically, the City is not liable for consequential damages or exemplary damages.